

Wir denken in Lösungen!
We think in solutions!



Pematex International GmbH
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I. Validity

1. Our following sales, delivery, and payment terms (hereinafter referred to as "General Terms and Conditions" or "Terms and Conditions") apply to all sales contracts, including those concluded through the online shop operated by us at www.pematex.com, which as the seller of goods with our customers for whom this business is part of the operation of a company (hereinafter referred to as "buyer" or "customer"). We create offers and perform services and deliveries exclusively on the basis of these terms and conditions. This applies to the existing and future contractual relationships, even if no express reference is made to them. In any case, upon acceptance of delivery by the customer, our general terms and conditions are accepted.
2. Verbal agreements between the contracting parties will be replaced by the written contract. Verbal side agreements, assurances of properties, and subsequent contract changes only apply if we have confirmed them in writing.
3. Deviating, conflicting or supplementary terms and conditions of the customer, even if they are known, do not become part of the contract, unless their validity is approved by us in writing. The written form is preserved by sending a fax or an email.

II. Trademark protection

The buyer acknowledges that the "PEMATEX", "WEARMAX", "K 10" and "UNIGLACE" brands are legally protected and that their unauthorized use will be subject to unlawful and judicial prosecution.

III. Offer and contract content

1. Our offers are subject to change and non-binding, as are technical descriptions or other information in offers, brochures, etc.
2. Offers and cost estimates are only given in writing. In the absence of a different agreement, offers and cost estimates are subject to payment and are created on the basis of customer information, without guarantee of completeness or accuracy, oral cost estimates have no meaning. We do not check the customer's documents, plans, and sketches for their conformity with the natural dimensions or the conditions on-site. As far as inaccuracies, errors, and defects are recognizable, we point this out to the customer. Deviations between the size transmitted by the customer and the natural size are the responsibility of the customer, whereby the customer has to bear additional expenses.
3. We reserve the right to sell the goods offered to the customer to third parties during the validity period of the offer (intermediate sale). The customer has no claims.
4. If the information in our written order confirmations differs from the catalog, brochure, or other information, those in the order confirmation are binding. The content of the contract is determined after our written order confirmation. If there is no written order confirmation, the content of the contract is determined by the offer we have created and accepted by the buyer.
5. An over-delivery or under-delivery of +/- 5% is common in the industry. Claims of any kind of the customer against us are excluded from such over- or under-delivery. Over- or under-deliveries are taken into account accordingly when billing.
6. We and our rights of ownership and property rights are reserved for illustrations, drawings, calculations, and other documents. They must not be made accessible to third parties.

IV. Sample material

1. Samples are calculated at cost price. We retain ownership of the collections and samples provided to the buyer free of charge.
2. With regard to production-related or material-related deviations during production, the sample material is non-binding.
V. Deliveries
1. Delivery times and dates are non-binding. In order to agree on a binding delivery date, we need to express written confirmation (also by email) from us. Agreed delivery times only start to run after complete clarification of all execution details, compliance with the delivery times according to Agreement regarding the fulfillment of contractual obligations by the buyer. Delivery times apply subject to timely and contractual self-delivery. If we do not meet the specified delivery deadlines, the buyer must set a reasonable grace period of at least 3 weeks in writing, which begins when we receive the deadline. After a reasonable period has expired, the buyer is entitled to withdraw. We are entitled to deliver until receipt of the written declaration of withdrawal.
2. The scope of our delivery obligation arises exclusively from this contract. Design, shape, and color changes, which are based on an improvement in technology or a change in the legal situation, as well as deviations from the sample material due to production or material, are reserved unless the changes are significant or otherwise unreasonable for the customer.
3. Cases of force majeure, such as B. lasting hindrances to the procurement of goods and materials, delivery delays from suppliers, operational disruptions, staff shortages due to illness, strikes, lockouts, riots, war and government intervention, release us from the obligation to deliver and perform for the duration. This also applies if the events have occurred at the upstream supplier. In the event of long-lasting obstacles – of more than 4 weeks – both contracting parties are entitled to withdraw from the contract.
4. Partial deliveries are permitted. 5. If the buyer defaults on acceptance, we are entitled to invoice or to withdraw from the contract with a grace period of 5 days and to demand compensation. Goods not accepted by the buyer are stored at his risk and expense.
5. If delivery periods or delivery dates are not met by us and there are no cases of force majeure, the customer is obliged to set us a reasonable grace period of at least 21 days in writing. After this grace period has expired, the customer can withdraw from the contract. This does not apply to customer-specific orders that involve investments on our part. In this case the customer is obliged to fully compensate us for the investment costs incurred.
6. In the event of a delay in acceptance of the provided delivery, the customer must pay us any storage costs or stand fees. In these cases, the delivery is invoiced and is payable in accordance with the agreed conditions. The risk passes to the customer with the notification of readiness for delivery/dispatch.

7. We are not obliged to deliver if the customer is in arrears with payment from other deliveries.

VI. Right of retention

We have a right of retention regarding further deliveries until all previous deliveries have been paid. If, after the conclusion of the contract, we become aware of circumstances that significantly reduce the creditworthiness of the buyer, or if there are reasonable doubts about the buyer's solvency, we are entitled to refuse delivery or to carry out the delivery only after prior payment or security. If the buyer does not pay or does not provide any security, we are entitled to withdraw from the contract (§ 1052 sentence 2 ABGB).

VII. Shipping

1. The delivery is deemed to have been handed over to the customer when the goods are handed over to the transport company or otherwise with the execution of the shipment. The risk is also transferred to the customer. We are free to choose the shipping method and the shipping route.
2. The customer must ensure that there is a possibility of delivery even without prior express notification of the delivery date. If there is no willingness to accept, he will be in default of acceptance. Additional costs that we incur due to delivery delays for which the customer is responsible are to be reimbursed to us by the customer.
3. The shipping costs are borne by the buyer, with the exception of offers including freight costs. The shipping costs for special order goods (no stock goods) and for express and express goods are borne by the buyer.
4. Transport insurance is taken out at the buyer's written request and at his expense. Any transport damage must be reported to the carrier and to us immediately. If free delivery has been agreed, the buyer must notify the carrier of any damage immediately after delivery and notify us thereof.
5. We bear the cost of packaging for transport to the buyer. The buyer bears the costs of any return of transport containers / rental packaging.
6. We do not take back disposable packaging. Upon request, we will name a third party to the buyer who will recycle the packaging in accordance with the packaging ordinance. The goods we deliver are only delivered in packaging that participates in the ARA system (ARA license no. 1.0532).
7. Reusable containers that are not expressly included in the price and invoice amount are only made available on loan for deliveries. They remain our inalienable property and are kept in a special packaging account of the buyer.
8. For reasons of transport technology, we only supply entire cardboard boxes of 4 sets (each with Top Coating & Ceramic). Please note that mixed deliveries are not possible.

VIII. Return of the goods

The return of the goods is only permitted if we have expressly agreed to them in writing and the goods are in their original packaging, whereby any freight costs are borne by the customer. We reserve the right to refuse to return the goods without giving reasons.
IX. Prices
1. Our prices are net prices without VAT. In addition, we calculate the VAT in the respective statutory amount. An intra-Community delivery is only made for entrepreneurial purposes to entrepreneurs with a VAT ID number who are subject to the acquisition tax.
2. Our prices are based on the economic conditions existing at the time the contract was concluded, in particular our production costs, the purchase prices, the prices for raw materials, consumables and supplies, and the wage and salary costs. Unless fixed prices or delivery obligations due to delivery dates have been expressly confirmed, we reserve the right to change prices, fiscal taxes, customs, freight, increases in raw material, manufacturing and wages, which have occurred or been introduced from the date of the order confirmation until the day of delivery, a corresponding price adjustment before ...
X. Payment
1. Our cash discounts are due within 10 days from the invoice date with a 3% discount or within 14 days without deduction. The cash discount is only permitted (even with cash payments) if the debtor is not in arrears with other payment obligations to us within the cash discount period.
2. If the buyer is in arrears with his payment obligation, we charge interest at a rate of 8% above the respective base rate. Furthermore, all dunning or collection fees and incidental charges incurred in connection with the outstanding claim are to be paid directly as the main debt. In the event that we take over the dunning process ourselves, the customer has to pay a lumpsum of the sum amounting to EUR 40.-. The right to claim further damages remains reserved.
3. Offsetting by the buyer is only permitted with undisputed or legally established claims.
4. The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. If the customer exercises his right of retention due to alleged defects, the amount limited to the cost of remedying the defect.
5. If the customer withdraws from the contract without authorization, he is nevertheless obliged to pay the agreed fee in accordance with § 1168 ABGB. Alternatively, we are entitled to request a lump sum compensation from the customer of 30% of the gross sales price. We reserve the right to claim higher damages against appropriate proof.
6. With customer-specific special orders, withdrawal is expressly not permitted. In this case, the customer has to pay the entire agreed price.

XI. Notice of defects

1. The buyer must examine the goods immediately after delivery. If there are material or legal defects, the lack of an assured property of the goods, excess, insufficient or incorrect deliveries, the buyer must notify us of this in writing immediately, at the latest within 14 days after receipt of the goods.
2. The buyer of finished preparations (cleaning agents, lacquers, etc.) has to check – if necessary by trial processing – whether the delivered goods are suitable for the intended use. This applies in particular if thinners, hardeners, or other components are added by the buyer that was not obtained from us. If defects or other complaints are not asserted within the deadlines of the preceding paragraphs, any claims from warranty, compensation, and error against us are excluded and the delivered goods are considered approved.
3. After cutting or otherwise started processing of the goods, complaints about obvious defects are excluded.
4. The filing of the notice of defects does not release the buyer from his payment obligation.
XII. Warranty
1. The delivered goods are defective if they do not correspond to the contractual agreement. Production-related fluctuations in the quantity of individual batches, technically unavoidable deviations in quality, color, dimensions, [specific] weight, equipment, design and pile warping (shading in the case of carpeting) do not justify a defect, such as production or material-related deviations from the sample material. All of the patterns we use are used only to illustrate color samples. The samples used do not represent a binding offer or samples for grain or structuring. The customer is therefore not entitled to a specific sample or structure. Other is expressly agreed in writing.
2. If the goods are defective, we will rectify the defect within the limitation period (point XIV). At our option and rectify the defect by improvement or replacement delivery. The reversal of the burden of proof according to § 924 ABGB at our expense is excluded. The existence of the defect at the time of transfer of risk, the time of detection of the defect, and the timeliness of the notice of defect must be proven by the customer.
3. We are not obliged to improve or replace the delivery if this requires disproportionate costs. The costs are disproportionate if they exceed 25% the purchase price of the delivery item.
4. The buyer can only request a price reduction (reduction of the purchase price) or change (cancellation of the contract) if the existing defect could not be remedied by us despite two improvements or one replacement delivery if we refuse the improvement or replacement delivery because of disproportionate costs, if we unjustifiably refuse, unduly delay a necessary improvement or if the buyer cannot reasonably be expected to make an improvement. The conversion is excluded in the case of minor defects.
5. After consultation with the buyer, the buyer must give us the necessary time and opportunity to carry out the improvement or replacement delivery.
6. If the goods were subsequently brought to a location other than the customer's branch and this increases the expenses, in particular transport, travel, labor, and material costs for the improvement or replacement delivery, these increased expenses are to be reimbursed by the buyer.
7. In the case of third-party products, our warranty is limited to the assignment of the claims that we have against the supplier of the third-party product. In the event that the buyer cannot enforce his warranty rights against the supplier of the third-party product, we provide a warranty under our terms.
8. Claims of recourse by the buyer against us (in particular according to § 933b ABGB) are excluded. The compensation for any recourse claims of the buyer was taken into account accordingly in the pricing. The small warranty cases are compensated by a flat-rate discount.
9. In the event of improper storage or use, all claims of the buyer (of whatever kind) are excluded.
10. As a matter of principle, only our product description is deemed to be agreed upon as the quality of the goods. In addition, public promotions or advertising do not represent a contractual specification of the quality of the goods. We do not provide the customer with guarantees in the legal sense.
11. Our application engineering advice is given to the best of our knowledge and the latest technology. For this reason, no damage will occur when using our products, carefully observing the specified application instructions and the procedure we propose on the basis of which these products are intended. However, the use of our products is beyond our control, is at the customer's own responsibility, and does not release the customer from having to test the products we deliver for their suitability for the intended processes and purposes. Our advice is therefore non-binding and cannot be used against us as a basis for liability – also with regard to third party property rights. The relevant recommendations, guidelines, and standards as well as the recognized rules of technology must be observed.
XIII. Liability
1. Liability for slight negligence is excluded for damage of any kind. This applies in particular to damage that the buyer incurs due to a breach of contract or late delivery, including consequential damage, or due to failure to provide or incorrect advice (instructions for operation and care, etc.) without the goods.
2. The exclusion of liability does not apply to claims arising from the Product Liability Act and personal injury insofar as liability cannot be excluded or limited.
3. The burden of proof for gross negligence or intent lies in the buyer.
4. Claims for damages are limited to the amount of the order value (excluding VAT). Reimbursement of lost profits or other financial losses of the customer is excluded. SPECIAL NOTES: Please note our current safety data sheet. Clean tools with water. Note the batch pressure. Only use products with the same batch number. The hardened floor seal is mostly resistant to chemicals. Coloring substances such as Hair dyes, colored disinfectants, or plasticized products such as vehicle tires, chair casters, and carpet underlays can lead to irreparable discoloration of the floor seal. Likewise, no guarantee can be given for any interactions that may occur between the coatings, caused by migration of ingredients from the floor covering or contaminants that have not been removed from the surfaces to be sealed and the resulting damage (detachment or discoloration of the floor seal).
THE PEMATEX recommendations for substrate preparation as well as cleaning and care of PEMATEX -sealed surfaces must be observed. IMPORTANT NOTICE: All the consumption quantities mentioned in our datasheets may vary due to the different absorbency of the surface. Our application-technical recommendations, which we give to the best of our knowledge based on our experience in the laboratory and in practice, are non-binding and do not constitute a contractual legal relationship or check our products for their suitability for the intended purpose of your own responsibility. In case of doubt, suitability and consumption quantities must

be checked by creating a sample area. Our application technology advice is given to the best of our knowledge and the latest state of technology. For this reason, no damage will occur when using our products, carefully observing the specified application instructions and the procedure we propose on the materials for which these products are intended. However, the use of our products is beyond our control, is at the customer's own responsibility, and does not exempt the customer from testing the products we deliver for their suitability for the intended processes and purposes. Our advice is therefore non-binding and cannot be used against us as a basis for liability – also with regard to third party property rights. The relevant recommendations, guidelines, and standards as well as the recognized rules of technology must be observed.

XIV. Limitation

1. The customer's warranty claims expire six months after delivery.
2. Claims for damages must be made within six months after the affected party has become aware of the damage, but at the latest within three years after the event giving rise to the claim.

XV. Retention of title

1. Delivered goods remain our property until all claims related to the object of purchase have been paid in full. If we have entered into contingent liabilities in the interest of the buyer, all deliveries remain our property until such liabilities have been fully released. This also applies if the payments have been made for specially designated claims. The placing of individual claims in a current invoice as well as the balance drawing and its recognition do not affect the retention of title.

2. If the goods subject to retention of title are processed by the buyer or combined or mixed with other items, we become the sole or co-owner in accordance with the statutory provisions. If the buyer becomes the sole owner or co-owner due to the law, he is obliged to transfer his co-ownership to us by requesting that the object is transferred to us (transfer by way of security).
3. The buyer is entitled to sell goods subject to retention of title in the ordinary course of business if he already assigns to us the claims arising from the resale of such goods with all ancillary rights (advance assignment). We accept this assignment. The buyer and reseller undertake in his business books and the list of open items if a claim arises from the resale of reserved goods, to immediately record a book of the assignment, which shows which claim was assigned to us and when. The buyer and reseller further undertake to notify us of all XIV. Limitation claims from the sale of reserved goods with the associated debtors upon request and to give us access to the business books for checking the book entries. We authorize the buyer and reseller, subject to the revocation, to collect the claims assigned to us. This direct debit authorization expires automatically upon the opening of bankruptcy over the assets of the buyer or if the economic situation deteriorates.
4. If the goods subject to retention of title become part of a piece of land, the buyer assigns to us the resulting claim in the amount of the invoice value of the goods subject to retention of title. We accept this assignment.
5. If the buyer behaves contrary to the contract, in particular in the event of delayed payment, we are entitled to take back the delivery item after issuing a warning and setting a deadline. The assertion of the retention of title as well as the delivery item by us does not count as a withdrawal from the contract.
6. The buyer has to inform us immediately about the enforcement measures of third parties in the delivery item subject to retention of title or in the claims assigned to us and by handing over the documents necessary for the objection.
7. The delivery item subject to retention of title is to be insured by the buyer at his expense, in particular against fire and theft. All claims against the respective insurer regarding the items subject to retention of title are assigned to us. We accept this assignment.

XVI. Webshop
Our customers (specialist dealers) take advantage of the future-oriented Internet shopping and market this concept together with us. We arrange Internet orders for our customers (specialist dealers) and deliver the goods ordered by the end consumers to the selected customer. The end-user picks up the goods directly from the customer (specialist dealer) and pays on the spot. The customer (specialist dealer) is the contractual partner of the end-user. The customer (specialist dealer) undertakes to accept the sales prices listed on our homepage and receives his usual purchase conditions. We undertake to include the customers (specialist dealers) participating in the webshop in the list of specialist dealers on the homepage and thus to provide them with internet orders.
XVII. Privacy
In compliance with the provisions of the Data Protection Act, we are entitled to store, process, and transmit data relating to the goods and payment of the transactions with the customer, insofar as this is necessary for normal support and / or for the orderly execution of the order. The buyer expressly gives his consent.
XVIII. Place of performance / Jurisdiction / Applicable law
1. The place of performance for all claims from the contractual relationship is our registered office.
2. For all current and future claims from the business relationship, the competent court in Linz is agreed.
3. Austrian law applies to our terms and conditions and the entire legal relationship between us and the buyer, excluding the rules of Austrian private international law. The application of the Vienna UN Convention on Contracts for the International Sale of Goods of April 11, 1980 is excluded.
4. Only relevant for business transactions (contract language) is German, this also applies to the entire documentation, descriptions, data sheets etc. If communication takes place in another language, the selected language should also be considered the contract language, but please note that only the German wording is decisive for questions of interpretation. The deviation (with regard to the contract language) only applies to this buyer and to the contract concluded in this way (i.e. the buyer cannot claim to conclude further contracts in another language).

Stand 09/20

We only contract according to our general terms and conditions, which can be found at <https://www.pematex.com>, and we reserve ownership of our goods until they have been paid for in full. The place of jurisdiction for all disputes in connection with this legal relationship is agreed exclusively to be the competent court for our company headquarters in A-4201 Gramastetten.

Commercial register number: 167 929F | VAT ID: ATU 4837 18 09 | Place of jurisdiction: Linz | EUR Account - Bank details: Allgemeine Sparkasse OÖ | BLZ: 20320 | Account-Nr.: 321100-265698 | IBAN: AT20 2032 0321 0026 5698 | BIC: ASPKAT2LXXX
USD Account - Bank details: Allgemeine Sparkasse OÖ | BLZ: 20320 | Account-Nr.: 32175-612965 | IBAN: AT58 2032 0321 7561 2965 | BIC: ASPKAT2LXXX